

STATE OF ALABAMA )

COUNTY OF SHELBY )

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EASEMENT

THIS INDENTURE is made the 26th day of July, 1983, between PEGGY P. SCOTCH and JOE A. SCOTCH, JR., as Executors of the Estate of Joe A. Scotch, Deceased (herein "Grantors"), and RONALD E. STEEL and wife, JENNIFER C. STEEL, and JOE A. SCOTCH, JR. and wife, MYRNA C. SCOTCH (herein "Grantees").

WHEREAS, the Grantors are Executors of the Estate of Joe A. Scotch, Deceased, and are seized in fee simple of the real property more particularly described hereinafter, and,

WHEREAS, the Grantors have real property that obstructs ingress and egress to properties owned by the Grantees, and,

WHEREAS, the Grantees are desirous of locating an easement over the said hereinafter described real property and the Grantors are desirous of giving the Grantees an easement over the said hereinafter described real property, and,

WHEREAS, for the consideration hereinafter mentioned, the Grantors have agreed to grant to the Grantees such easement over the said real property as hereinafter expressed:

WITNESSETH:

In consideration of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the Grantees to the Grantors, the receipt whereof is hereby acknowledged, the Grantors hereby grant to the Grantees, their heirs, administrators, executors, successors and assigns, full and free right of access and use consistent with the locating of an easement across the following-described property:

Description of a 20 foot wide easement for ingress and egress situated in the northeast quarter of the southeast quarter of Section 12, Township 18 South, Range 2 West, Shelby County, Alabama, which lies 10 feet to either side of a centerline which is more particularly described as follows: From the easternmost corner of Lot 4, Block 1, Broken Bow, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Map Book 7, Page 145, run thence along the southeast line of Lots 5 and 6 of said Block 1 in a northeasterly direction for a distance of 249.01 feet; thence turn an angle to the right of 118°-45' and run in a southeasterly

G. Eric Johnston

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direction for a distance of 183.0 feet; thence turn an angle to the right of 48°-54'-35" and run in a southeasterly direction for a distance of 107.21 feet to the point of beginning of the centerline herein described; thence turn an angle of 90°-00' to the left and run east for a distance of 51.49 feet; thence turn an angle of 59°-31'-32" to the right and run southeast for a distance of 187.99 feet; thence turn an angle of 28°-06'-23" to the right and run southwest for a distance of 140.62 feet; thence turn an angle of 27°-30'-16" to the left and run south for a distance of 33.49 feet more or less to the northwest right-of-way line of Alabama Highway #119.

This said easement extends from the right of way of Alabama Highway #119 and to the real property owned and recorded of record by the Grantees.

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BOOK The above and foregoing premises are hereby conveyed to the Grantees for the purpose of constructing, maintaining and operating a roadway for the purposes of ingress and egress, and for use for said purposes and for the purpose of doing any and all things and matters that are legal and lawful and that may be necessary or desirable in connection with the construction, maintenance and operation of the said roadway, or either of them.

The Grantees jointly and severally, equally assume responsibility for maintenance of the said roadway over the said easement and warrant that it shall remain in good and passable condition. The said roadway is constructed of an all weather surface.

The Grantees assume all risk of loss, damage or destruction to personal property and any liability to any person or persons as to the Grantors without regard to whether such loss or damage may be the result of misconduct of the Grantees, their licensees, invitees or others, and further, the Grantees shall save and hold harmless the Grantors for all damage, claims and losses herein specified. This does not limit, however, any action or cause of action that the Grantees may have against any person or persons other than the said Grantors.

The said Peggy P. Scotch also executes this easement in her individual capacity as the widow of Joe A. Scotch, Deceased, disclaiming any effect that her dower interest may have on this easement.

IN WITNESS WHEREOF, the Grantors and Grantees have here-  
unto set their hands and seals, on the day and year first herein-  
above written.

GRANTORS:

Peggy P. Scotch

Peggy P. Scotch, Executor of the  
Estate of Joe A. Scotch, Deceased

Joe A. Scotch, Jr.

Joe A. Scotch, Jr., Executor of the  
Estate of Joe A. Scotch, Deceased

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1983 AUG -3 AM 11: 29

Thomas A. Snowdon, Jr.  
JUDGE OF PROBATE

Deed tax .50

Rec. 5.50

1.00

7.00

Peggy P. Scotch

Peggy P. Scotch

GRANTEES:

Ronald E. Steel  
Ronald E. Steel

Jennifer C. Steel  
Jennifer C. Steel

Joe A. Scotch, Jr.  
Joe A. Scotch, Jr.

Myrna C. Scotch  
Myrna C. Scotch

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, a Notary Public, in and for said County in said State,  
hereby certify that Peggy P. Scotch and Joe A. Scotch, Jr., in their  
capacities as Executors of the Estate of Joe A. Scotch, Deceased, and  
Peggy P. Scotch, Ronald E. Steel and wife, Jennifer C. Steel, and  
Joe A. Scotch, Jr. and wife, Myrna C. Scotch, whose names are signed  
to the foregoing Easement, and who are known to me, acknowledged  
before me that on this date, being informed of the contents of the  
said Easement, and with full capacity, executed the same voluntarily  
on the date first above written.

Given under my hand and seal, on this the 26th day of  
July, 1983.

Notary Public